

ALBERTA-COLORADO OIL AND GAS COMPANY

LIMITED

Non-Personal Liability



Prospectus



Registered Office :

544 TEGLER BUILDING - - EDMONTON, ALBERTA



**Incorporated under the Laws of the Province of Alberta
June 22nd, 1914**

ALBERTA-COLORADO OIL AND GAS COMPANY LIMITED

(Non-Personal Liability)



Incorporated under the Laws of the Province
of Alberta, June 22, 1914.

Authorized Capital \$3,000,000, divided into 3,000,000
Shares of \$1.00 each (Non-assessable).



The Directors offer an issue of 150,000 Shares
at 50c per Share.



Filed with the Registrar of Companies, Edmonton.



OFFICERS

President: P. McNAUGHTON, Civil Engineer, Edmonton, Alberta.

Vice-President: A. M. GILDERSLEEVE, Oil Operator, Denver, Colorado.

Secretary and Treasurer: H. L. McINNIS, Physician, Edmonton, Alberta.

DIRECTORS

P. McNaughton, Civil Engineer, Edmonton, Alberta.

R. W. Jones, Civil Engineer, Edmonton, Alberta.

H. L. McInnis, Physician, Edmonton, Alberta.

P. W. Abbott, Barrister, Edmonton, Alberta.

A. M. Johnson, Oil Operator, Denver, Colorado.

Lee Champion, Oil Operator, Denver, Colorado.

C. L. Freeman, Barrister, Edmonton, Alberta.

CONSULTING GEOLOGIST

Henry L. Oliver, Casper, Wyoming, formerly Chief of the Geological Department of the Ohio Oil Company (Standard), Findlay, Ohio.

CONSULTING ENGINEERS

Fairchild, Jones & Taylor, Edmonton, Alberta.

SOLICITORS

Parlee, Freeman, Abbott & MacKay, Edmonton, Alberta

BANKERS

The Merchants Bank of Canada

OFFICES

No. 544 Tegler Block.



ALBERTA-COLORADO OIL & GAS COMPANY, LIMITED

(Non-Personal Liability)

NAME

The name of the Company is particularly appropriate, as the control is equally divided between residents of Alberta and Colorado.

PROPERTY

Under Contract dated 20th June, 1914, this Company, in consideration of the allotment of 1,000,000 paid up shares of its capital, acquired all the right, title and interest of "Battle River Oil Company, Limited (Non-Personal Liability)," and A. M. Gildersleeve in all the petroleum and natural gas leases held by such Vendors, or to which they might become entitled to in respect of approximately 20,000 acres in the following lands:

Township 31, Range 28, Sections 25 and 35

Township 32, Range 28, Sections 3, 4, 6, 7, 9, 15, 16,
17, 18, 19, 20, 21, 22,
27, 30 and 35

Township 32, Range 29, Sections 12, 24, 25 and 36

Township 33, Range 28, Section 1

Township 33, Range 27, Sections 7, 17 and 21

Township 33, Range 29, Sections 1, 12, 13 and 24

Comprising in all a total of 19,200 acres.

All being West of the Third Meridian.

By the same Contract said Vendors assigned to the Company the full benefit of all Reports made for them prior to the date of such Contract in connection with such property, as well as the full benefit of any Agreements in any way relating to the prospecting, survey-

ing or other work in connection with locating the petroleum and natural gas rights sold to the Company. It will readily be seen that this information will be of immense value to the Company, inasmuch as there will be no necessity for the Company to go to any expense in respect to preliminary surveys of likely locations for placing its wells, and the Directors desire to call particular attention to such surveys and reports, as the same are **made by men standing high amongst geologists and engineers.** The above Contract has been filed with the Registrar of Joint Stock Companies, and any party desiring to inspect the same may do so by calling at the registered office of the Company on any business day during business hours.

MANAGEMENT

The Directorate of this Company is composed of five well-known business men of Edmonton, and two well-known business men of Denver, Colorado, which is a guarantee that the affairs of the Company will be conducted in the best possible manner for all concerned. The names, occupations and addresses of the Directors and the number of shares held and agreed to be taken by them respectively are as follows:

Name, Address and Description.	No. of Shares
R. W. Jones, Edmonton, Alta., Engineer....	1
Herman L. McInnis, Edmonton, Alta., Physician	1
Peter McNaughton, Edmonton, Alta., Civil Engineer	1
A. M. Johnston, Denver, Colorado, Oil Operator	1
Lee Champion, Denver, Colorado, Oil Operator	1
P. W. Abbott, Edmonton, Alta., Barrister	1

The Colorado Directors are all men who have had long experience in the oil business and understand it thoroughly in all its phases, Mr. Johnston, of Denver, having been vice-president of the Mid-West Oil Company, of Casper, Wyoming, **which has developed the most successful oil proposition discovered in many years.** The Articles of Association of the Company fix the qualification of a Director as being the holder of one share, and it will be noticed that all of the

Directors are so qualified, and none of the Directors hold any shares other than in his own right as beneficial owner.

THE LAND CONTROLLED BY THIS COMPANY

The land on which the Company will operate is situate in the western portion of the Province of Saskatchewan on the boundary line between the two Provinces, and **is on the highest point** of the big anticline which runs in a northwesterly and southeasterly direction through that portion of the country. This particular field of operation was chosen with great care and after a careful study of the geology of Western Canada from the bulletins of the geological survey along with all available records of wells which had been previously drilled in the entire western area, and in addition after persistent field work during a period of four years on the part of Mr. C. E. Taylor, of the firm of Fairchild, Jones & Taylor, Consulting Engineers, of Edmonton, Alberta, who has for a long time past believed that this section of the country contained great possibilities for the production of oil and gas. The area **covers the apex** of a large fold or anticline which was first discovered by Dr. Dawson, and later explored by Mr. Tyrrell and also Mr. Dowling, of the Canadian Geological Survey, and is clearly shown in all of the recent government geological publications covering Western Canada. Before Mr. Taylor's work was definitely approved, the Company's consulting geologist, Mr. H. L. Oliver, **who was the former chief of the Geological Department of the Ohio Oil Company (Standard), of Findlay, Ohio**, and whose twenty years' experience in practical oil work renders him eminently fitted to pass upon a proposition of this kind, made a careful study of all published reports, and in addition accompanied Mr. Taylor in a personal examination of the entire field and carefully selected those portions which in his opinion held the greatest possibilities.

The Company has on file at its different offices copies of separate reports signed by each of these gentlemen, which are open for the inspection of those interested, and the following quotation from Mr. Oliver's

report will give some idea of what he thinks of the Company's lands. In discussing the dips of structure on which the lands are located, and the enormous area of gathering ground surrounding these lands, he says:

"To the northeast the strata dip gently from the axis at low angles until at a distance of 60 miles they lie practically horizontal in the broad syncline which lies between this fold and the outcrop of their truncated edges against the slightly elevated Kewatin and Huronian basement in Western Manitoba. To the south they dip at moderate angles into a shallow anticline which intervenes between this structure and the Bow Island anticline. While to the west they dip into a broad syncline and rise once more in the foothills region of the Rocky Mountain uplift; to the north the structure gradually flattens until it merges with the horizontal beds of the Athabasca Valley region, thus making an ideal gathering ground for the accumulation of oil and gas.

"The vast deposits of Asphaltum and the presence of some gas in the Athabasca Valley at Forts McMurray and McKay, the Oil shales and seepages in western Manitoba which are found in the cretaceous strata which underlie this fold; the great stores of Gas at Bow Island and Medicine Hat, which lie to the south and are a part of this structure; the recent discoveries of small quantities of high grade oil in the wells at Sheep Creek, along with the numerous oil and gas seeps in the region flanking the Rocky Mountains, which lie to the west of this area, at once suggest the probability of finding Oil and Gas at some point on this fold."

"Attached to this Report you will find a map on which the sections colored in Red cover the locations which I would recommend your Company to secure and develop. These locations have been made with great care, and have been so placed that drilling operations can be carried on in line with my suggestions, and I have no hesitancy in saying that my examination of the entire situation has convinced me that they hold splendid possibilities for the production of Oil and Gas."

We quote the following from the report of Mr. C. E. Taylor, of the firm of Fairchild, Jones & Taylor, Consulting Engineers:

"You have here a dome of large area from the top of which heavy beds of Pierre Edmonton and part of the 'Belly River' have been removed by erosion, which fact is desirable because the surface is within economic reach of the oil horizons. Another desirable feature of this locality is that—as this dome is surrounded on sides by plains, it becomes a reservoir of very large size into which the oil or gas could gravitate and be retained by the impervious capping from loss by seepage.

"The top of the dome is the 'Belly River' series but the amount of this series still remaining is hard to determine. I, however, believe that both the Western and Eastern Oil Zones will be penetrated within 2,300 feet of the surface.

"On account of the above I am heartily in accord with the definite selection of lands in this district recommended by

Mr. H. H. Oliver, who has examined the area with me. These selections are shown colored in the map attached to this report."

The surface of our entire lands is composed of what is locally known as the Belly River formation, and on account of the fact that considerable erosion has occurred at this point, both Mr. Taylor and Mr. Oliver agree that the oil sands of the cretaceous western oil zone, which is the zone from which the celebrated mid-continent fields of the United States get their enormous production of oil, can be pierced by a drill at a very moderate depth, probably from 900 to 1,400 feet, and that the Devonian eastern oil zone, which is the zone existing in the great fields of Pennsylvania and Ohio, is also within reach of the drill; thus making it possible for the Company to go entirely through both of these great oil zones before reaching a depth which is too great for commercial drilling.

When this point is carefully considered, together with the enormous area of gathering ground on all sides of this field, the possibilities will be at once appreciated.

POLICY OF THE COMPANY

The policy of the Company is that of **straightforward, clean-cut development of oil and gas in commercial quantities**, and in furtherance of this policy all of the stock issued to the above-named Vendors, they being the parties entitled to the leases, which are now the property of the Company, has been pooled, and will be kept off the market for a period of four months, unless such developments have taken place as in the opinion of the whole Board of Directors will warrant the releasing of said shares without prejudice to the best interests of the Company, and to secure the carrying out of said agreement the said shares have been placed in escrow in The Merchants Bank of Canada, at Edmonton.

It will be noted that this Agreement fully protects every purchaser of the stock now offered, or which may hereafter be offered to the public—in other words, the Vendors are figuring on making their profit **out of the actual development of oil and gas**, and not out of the sales of stock before there is sufficient development to justify it. The Company's representative is already in the United States ordering a Standard Drilling Rig, and drilling will be commenced at once on its arrival on the ground, probably before the end of July. Every dollar received from the sale of the stock now offered

will be reserved as working capital, and used only in **the actual development of the property**, except such commission, not exceeding 20 per cent. on the above sales price of shares as will be paid by the Company to agents or brokers procuring subscriptions to the shares now offered, and for other small incidental expenses, such as clerical work, office rent, etc. **No sum has been paid, or agreed to be paid, to any promoter or any of the Directors for any services rendered, either in connection with the formation of the Company or otherwise.** No cash was paid or is payable by the Company for any of the property acquired from the above Vendors, and as the Contract shows, all of said property was paid for in shares, and the Vendors have taken such shares at the same price as the Company is now offering for public subscription. The amount of preliminary expenses has been estimated at \$1,500.00, and such amount has already been realized by the Company from subscriptions to the present issue.

By the Articles of Association, One (1) per cent. of the shares offered for public subscription is fixed as the minimum subscription upon which the Directors may proceed to business, that is to say, on the present issue, 2,500 shares, and the minimum amount payable on each share so offered shall not be less than Five (5) per cent. of the nominal amount of the share, and in this connection it should be noted that this Company occupies an enviable position, inasmuch as the minimum subscription and the minimum amount payable on application have already been subscribed for and paid, and it is the intention of the Company immediately to obtain from the Registrar a Certificate that it is now entitled to commence business. Such being the case, all subscribers to the present issue can be assured that the Directors can lawfully allot the shares.

TRANSPORTATION

The location of the Company's property is exceptionally fortunate, as the Northern and Southern boundaries of its lands lie within a few miles of the Canadian Pacific and Grand Trunk Pacific Railroads, respectively, thus eliminating any chance of transportation troubles.

PROFITS

The Directors have no intention of trying to make any estimate in regard to profits, but it is only fair to say that the large acreage to which the Company is entitled, its exceptionally favorable location on the fold, and the fact that it is surrounded by many hundreds of square miles of gathering ground, open up very large possibilities in this direction.

ALLOTMENT FOR PUBLIC SUBSCRIPTION

The Directors are now offering for public subscription 250,000 shares of the Company, at a price not less than fifty cents per share. At the time of making such allotment it was decided that the same should be offered in five separate blocks of 50,000 shares each, and that the first block should be sold at a price of not less than fifty cents per share, and the balance of the allotment at such price (not less than fifty cents per share) as the Directors from time to time think most advantageous to the Company.

All applications for shares should be made on the form of application supplied by the Company, a facsimile of which is embodied in the back of this prospectus, and such application, together with the full amount of the purchase price, be forwarded to the Secretary of the Company at its registered office, Room 544, Tegler Block, Edmonton, Alberta, or handed to a duly authorized agent of the Company, who will issue a receipt for the same.

IMPORTANT: All purchasers of the first block of 50,000 shares will, upon presentation of the original certificates for such shares, be entitled at any time prior to September 30th, 1914, to purchase the same number of additional shares as are held by them in the first 50,000 share issue at the same price of fifty cents per share, regardless of the sales price of shares at the time such option to purchase is exercised.

Memorandum of Association
of
ALBERTA-COLORADO OIL & GAS COMPANY,
LIMITED
(Non-Personal Liability.)

I.

The name of the Company shall be "Alberta-Colorado Oil and Gas Company Limited (Non-Personal Liability)."

II.

The head office of the Company shall be at the City of Edmonton, in the Province of Alberta.

III.

The objects for which the Company is established are:

(a) To acquire from "Battle River Oil Company Limited (Non-Personal Liability)" and Arthur M. Gildresleeve, the petroleum and natural gas rights in:—Sections Seven (7), Seventeen (17) and Twenty-one (21), in Township Thirty-three (33), in range Twenty-seven (27); and Section One (1), in Township Thirty-three (33), in Range Twenty-eight (28); in Sections One (1), Twelve (12), Thirteen (13) and Twenty-four (24), in Township Thirty-three (33), in Range Twenty-nine (29); in Sections Three (3), Four (4), Five (5), Six (6), Seven (7), Nine (9), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-seven (27), Thirty (30), and Thirty-five (35), in Township Thirty-two (32), in Range Twenty-eight (28); in Sections Twelve (12), Twenty-four (24), Twenty-five (25) and Thirty-six (36) in Township Thirty-two (32), in Range Twenty-nine (29); and in Sections Twenty-five (25) and Thirty-five (35), in Township Thirty-one (31), Range Twenty-eight (28), all being West of the Third Meridian; and to pay for the same wholly or in part in cash or shares of the capital of this Company.

(b) To obtain by purchase, lease, hire, discovery, location or otherwise and hold mines, mineral claims, mineral leases, prospects, mining lands and mining rights of every description, but more particularly of petroleum, natural gas and mineral oils of every description, and to work, develop, operate and turn the same to account, and to sell or otherwise dispose of the same or any of them, or any interest therein.

(c) To acquire, construct, equip, maintain and operate a pipe line or pipe lines for the conveying of petroleum, natural gas and mineral oils of all descriptions, either crude or refined, or any products or by-products thereof, and to enter into any negotiations or contracts with any municipality or government for the right to use any street, highway or public way for right-of-way for such pipe lines, and to sell, let or otherwise dispose of or deal with such pipe line or pipe lines.

(d) To acquire, construct, equip, maintain and operate a gas lighting plant or plants, to enter into any negotiations or contracts with any municipality or government for the right to use any street, highway or public place for the right of way of the Company's gas pipes for the convenience of natural gas for lighting or other purposes and to sell, let, or otherwise dispose of or deal with such plant or plants.

(e) To dig for, raise, crush, wash, smelt, assay, analyze, reduce, amalgamate and otherwise treat gold, silver, copper, lead, ores or deposits and other minerals and metallic substances and compounds of all kinds, whether belonging to the Company or not, and to render the same merchantable, and to buy, sell and deal in the same or any of them.

(f) To carry on the business of a mining, smelting, milling and refining company in all or any of its branches.

(g) To acquire by purchase, lease, hire, exchange, or otherwise, such timber lands or leases, timber claims, licenses to cut timber, surface rights and rights of way, water rights and privileges, mills, factories, furnaces, for smelting and treating ores and refining metals, buildings, machinery, plant, or other real or personal property as may be necessary for or conducive to the proper carrying out of any of the objects of the Company.

(h) To construct, maintain, alter, make, work and operate on the property of the Company, or on property controlled by the Company, any canals, trails, roads, ways, tramways, bridges and reservoirs, dams, flumes, race and other ways, water courses, aqueducts, wells, wharves, piers, furnaces, saw-mills, crushing works, smelting works and concentrating works, hydraulic works, electrical works and appliances, warehouses, buildings, machinery, plant, stores and other works and conveniences which may seem conducive to any of the objects of the Company, and with the consent of the shareholders in general meeting, to contribute to, subsidise or otherwise aid or take part in any such operation though constructed and maintained by any other company or person outside of the property of the Company, and to buy, sell, manufacture and deal in all kinds of goods, stores, implements, provisions, chattels and effects required by the Company or its workmen and servants.

(i) To build, acquire, own, charter, navigate and use steam and other vessels for the purposes of the Company.

(j) To take, acquire, and hold as the consideration for ores, metals or minerals sold or otherwise disposed of, or for goods supplied or for work done by contract or otherwise, shares, debentures, bonds or other securities of or in any other company, the objects of which are restricted as herein aforesaid, and to sell or otherwise dispose of the same.

(k) To enter into any arrangement for sharing profits, union of interests, or co-operation with any other person or company carrying on, or about to carry on, any business or transaction which a company specially limited under this section is authorized to carry on.

(l) To purchase or otherwise acquire and undertake, all or any of the assets, business, property, privileges, contracts, rights, obligations and liabilities of any person or company carrying on any part of the business which a company specially limited under this section is authorized to carry on, or possessed of property suitable for the purposes thereof.

(m) To borrow or raise money for the purposes of the Company but so that the amount so borrowed or raised shall not without the sanction of a general meeting of the Company, exceed one-quarter of the amount of the paid-up capital for the time being, and for the purpose of securing such money and interest or for any other purpose to mortgage or charge the undertaking or all or any part of the property of the Company, present or after acquired, and to create, issue, make, draw, accept and negotiate perpetual or redeemable debentures or debenture stock, promissory notes, bills of exchange, bills of lading, warrants, obligations and other negotiable and transferable instruments; provided, however, that the restriction in this sub-section contained as to borrowing without the sanction of a general meeting shall not be deemed to be imperative, and shall in no wise limit, control or affect any power of borrowing vested in the Board of Directors of the Company or of the Company under the Memorandum of Association, or the Articles of Association, or by by-laws of the Company.

(n) To distribute any of the property of the Company among the members in specie.

(o) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with the undertaking of the whole or any part of the property and rights of the Company, with power to accept as the consideration any shares, stocks, or obligations of any company; provided, however, that in case of a sale for shares in a company, such shares shall be fully paid up; to do all such things as are incidental or conducive to the attainment of the foregoing objects.

The objects set forth in any sub-clause of this clause shall be in no wise limited or restricted by reference to or inference from the terms of any sub-clause or the name of the Company, and nothing herein contained shall be deemed to give to the Company any greater powers than are given to Companies incorporated under the provisions of Section 63 of "The Companies Ordinance" and the Statutory Amendments thereto.

Provided that nothing herein contained shall be deemed to confer upon the Company any power to which the jurisdiction of the Legislature of the Province of Alberta does not extend, and particularly shall not be deemed to confer the right to issue promissory notes in the nature of bank notes; and all the powers in the said Memorandum of Association contained shall be exercisable subject to the provisions of the laws in force in Alberta and regulations made thereunder in respect to the matters therein referred to, and especially with reference to the construction and operation of railway, telegraph and telephone lines, the business of insurance and other business with respect to which special law and regulation may now or may hereafter be put in force.

IV.

The liability of the members is limited.

V.

No liability beyond the amount actually paid upon shares and stock in this Company by the subscribers hereto or holders thereof shall attach to such subscriber or holder.

VI.

The shares of the capital stock of the Company shall be issued as non-assessable shares, not subject to further assessment.

VII.

The capital of the Company is Three Million Dollars (\$3,000,000.00) divided into Three Million (3,000,000) shares of One Dollar (\$1.00) each, with power to increase and attach to the shares of the original or any such increased capital such preferential, preferred or special rights, privileges or conditions as may be determined upon or be in accordance with the Regulations of the Company.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectfully agree to take the number of shares in the capital of the Company set opposite our names:

Names, addresses and descriptions of subscribers.	No. of Shares taken by each subscriber.
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H. L. McInnis, Physician, Edmonton, Alberta ...One Share

Peter McNaughton, Civil Engineer, Edmonton,
AlbertaOne Share

R. W. Jones, Edmonton, Alberta, EngineerOne Share

Dated at the City of Edmonton, in the Province of Alberta,
this 20th day of June, A.D. 1914.

Witness to the above signatures:
(Sgd.) C. L. FREEMAN.

DATED at the City of Edmonton, in the Province of Al-
berta, this 22nd day of June, A.D. 1914.

No. of Shares	Numbered
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APPLICATION FORM

ALBERTA-COLORADO OIL & GAS CO., LTD.

(Non-Personal Liability)

Authorized Capital \$3,000,000.00.

To The Directors:—

I hereby apply for and request you to allot me.....
.....Shares in the above-named Company, for
which I agree to pay the sum of Fifty cents (50c) for each
share, payable upon application.

I enclose \$...... being
at the rate of 50c per share, the amount payable in respect
thereof.

I make this application after having received a copy of the
prospectus of the Company and by reason only of the repre-
sentations and statements therein made.

Name

Date.....191 Address

Agent..... Occupation

Numbered

RECEIPT

Received of..... the sum of \$......
being amount payable on application for transfer of.....
Shares in the ALBERTA-COLORADO OIL & GAS CO., LTD.,
(Non-Personal liability).

Date.....191.. Per.....

N.B.—Make all cheques or drafts payable to The Alberta-
Colorado Oil and Gas Co., Ltd., at par at Edmonton, Canada.

BRADBURN PRINTING CO., LIMITED
EDMONTON, ALBERTA